

AG Contract No. KR96-1866-TRN
ADOT ECS File No. JPA 96-123
Project: SB AZ 96-(05)
Tracs No. H 4405 01 C
Section: SR-88 Apache Trail
Canyon Lake Vista, Phase II

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND

THE UNITED STATES DEPARTMENT OF AGRICULTURE
TONTO NATIONAL FOREST

THIS AGREEMENT is entered into 14 NOVEMBER, 1996, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, TONTO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by Intermodal Surface Transportation Efficiency Act of 1991, P.L. 102-240 and the National Forest Roads and Trails Act of 1964, P.L. 88-657 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The US Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 includes provisions for the Scenic Byway Interim Fund which establishes a program providing State administered funds to be passed to the Forest Service to be used for the development of scenic byways and related projects. The project consists of safety improvement to the existing turnout, a paved parking lot with interpretive signing and a shade ramada. The Forest Service has been allocated ISTEA funds in the amount of \$316,000.00, with a \$79,000.00 State match for such projects.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21175</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/14/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The Forest Service will:

a. Call for bids and award one or more construction contracts for safety improvements to an existing turnout off Apache Trail, a 7 vehicle parking lot, and interpretive signs under a shade ramada with a handicap accessible sidewalk. Be responsible for any contractor claims for extra compensation, and upon completion provide maintenance.

b. List on the title and plan sheets the Forest Service contract or project numbers, the FHWA federal aid number and the ADOT tracs number.

c. Invoice the State for the cost of completed work on the improvements, in a total amount not to exceed \$395,000.00.

2. The State will:

Pay the Forest Service within 30 days after receipt and approval of an invoice, in a total amount not to exceed \$395,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said payment and improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 pertaining to conflicts of interest on behalf of State employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal government, and acceptable to the State and the Federal government. Such process shall include a provision for arbitration.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

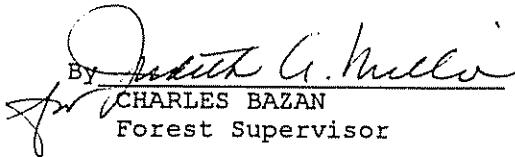
Tonto National Forest
Forest Supervisor
2324 E. McDowell Road
Phoenix, AZ 85010

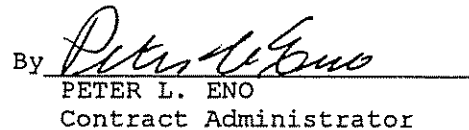
8. Attached hereto and incorporated herein is the written determination of legal counsel that the State is authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

US DEPARTMENT OF AGRICULTURE
Tonto National Forest

STATE OF ARIZONA
Department of Transportation

By 
CHARLES BAZAN
Forest Supervisor

By 
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 26th day of August 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Roadside Development Section, enter into an agreement with the United States Forest Service to construct a vista point including turnoff, parking lot, interpretive signs and ramada.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read "Dall B. Lipton". The signature is written in a cursive, flowing style with a large initial "D".

for LARRY S. BONINE
Director

DETERMINATION

Arizona Contract No. JPA 96-119, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF THE INTERIOR, FOREST SERVICE has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 31st day of October, 1996.

THE UNITED STATES OF AMERICA

By Judith A. Miller



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1866-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of November, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr